

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION THIRTY-THREE**

KINSETH HOTEL CORPORATION^{1/}

Employer

and

HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION, LOCAL 16, AFL-CIO

Petitioner

DECISION AND DIRECTION OF ELECTION

Case 33-RC-4578

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding,^{2/} the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.^{3/}

3. The labor organization(s) involved claim(s) to represent certain employees of the Employer.^{4/}

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:^{5/}

All full-time and regular part-time employees of the Employer at its Peoria, Illinois hotel employed in the housekeeping department, including maids, inspector/inspectresses, housemen and laundry employees; maintenance employees; and front desk employees, including night auditors and bellmen (van drivers), but excluding all food and beverage department employees including Bennigan's Irish American Grille & Tavern employees, bartenders, banquet bartenders, banquet setup employees, buspersons, cooks, dishwashers, waitstaff and host/hostesses, office clerical employees, sales employees, managers, guards, professional employees and supervisors as defined in the Act.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations.^{6/} Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by Hotel Employees and Restaurant Employees Union, Local 16, AFL-CIO.

LIST OF VOTERS

In order to insure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. **Excelsior Underwear, Inc.**, 156 NLRB 1236 (1966); **N.L.R.B. v. Wyman-Gordon Company**, 394 U.S. 759 (1969).^{7/} Accordingly, it is hereby directed that within 7 days of the date of this Decision two copies of an election eligibility list, containing the names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the *33rd Region, Hamilton Square, 300 Hamilton Boulevard, Suite 200, Peoria, Illinois, 61602*, on or before June 1, 2001. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by June 8, 2001.

Dated May 25, 2001
at: Peoria, Illinois

/s/ Ralph Tremain
Ralph Tremain, RD – Region 14

1/ The Employer's name appears as amended at the hearing.

2/ I have carefully considered the record evidence, the parties' statements on the record, arguments on the record and the brief filed by the Petitioner. The original due date for briefs was April 16, 2001. On April 11, 2001, pursuant to the Petitioner's request, I extended the due date to April 25, 2001. While the Petitioner's brief was not received by this office until April 27, 2001, the postmark on the envelope containing the brief clearly indicates that the brief was placed in the mail on April 24, 2001. Section 102.111(b) of the Board's Rules and Regulations states in pertinent part:

...“the Board will accept as timely filed any document which is hand delivered to the Board on or before the official closing time of the receiving office on the due date or postmarked on the day before or earlier than the due date”.

Since the Petitioner's brief was postmarked on the day before the due date, it is timely.

The Employer's brief was received by this office on April 26, 2001. It was delivered overnight by Federal Express. The “airbill” indicates that the brief was sent on April 25, 2001. Section 102.111(b) provides further:

“Postmarking” shall include timely depositing the document with a delivery service that will provide a record showing that the document was tendered to the delivery service in sufficient time for delivery by the due date but in no event later than the day before the due date.”

Since the Employer's brief was postmarked on the due date, it is not timely and is not considered herein.

3/ The parties stipulated that the Employer is engaged in commerce within the meaning of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Employer, an Iowa corporation, is engaged in the management of hotels and restaurants in several states, including the facility involved herein known as the Holiday Inn City Centre in Peoria, Illinois. During its past fiscal year, a representative period of time, the Employer purchased and received goods valued in excess of \$50,000 at its Illinois facilities directly from suppliers located at points outside the State of Illinois. During the same period of time, the Employer received gross annual revenues in

excess of \$1,000,000. There are approximately sixty-eight employees employed within the unit found appropriate herein.

4/ The parties stipulated that the Petitioner is a labor organization within the meaning of the Act and I so find.

5/ The Petitioner seeks a unit which would include all full-time and regular part-time housekeeping, maintenance and front desk employees employed at the Employer's Peoria, Illinois hotel. This proposed unit includes essentially all of the hotel's non-managerial and non-clerical employees except for the Employer's food service and food preparation employees which would include those working at Bennigan's Irish American Grille and Tavern (hereinafter referred to as Bennigan's). The Employer maintains that the only appropriate unit herein is a "wall-to-wall" unit which would include all of the Employer's food service and food preparation employees including those employed at Bennigan's. This scope of unit issue is the sole issue raised in the proceeding. The classifications in dispute are bartenders, banquet setup employees, bus persons, cooks, dishwashers, host/hostesses, and waitstaff.

The parties entered into a stipulation in regards to the composition of the unit and the shared community of interest of certain classifications of the Employer's employees. The parties stipulated that housekeepers (including maids, inspector/inspectress and laundry employees), housemen, maintenance employees and front desk employees share a community of interest and should be included in any unit found appropriate herein. I so find and include the employees within those classifications in the unit found appropriate herein. The parties made further stipulations in regards to the supervisory status of certain positions and the individuals holding them. The parties stipulated that Sam Qureshi – hotel general manager; Melissa Egan – director of sales and marketing; Tara Maple – guest service manager; Karen Karcher – executive housekeeper; Kimberlee Oberbillig, Jeanne Zimmerman and Karen Pfeifer – sales managers; Sylvia Powell – catering manager; Christina Doering – sales coordinator; Mary Williams – bookkeeper; Robert Plumb, Chris Broadhurst and Johnny Turner – Bennigan's managers; Jeff Hainline – catering kitchen manager; and Abbas

Zolghadr – catering service manager are section 2(11) supervisors having and exercising the authority to hire and fire or effectively recommend the same, and/or hold managerial positions. I so find and exclude them from the unit found appropriate herein.

THE FACILITY

The Employer's Peoria, Illinois hotel facility is a conglomerate of three buildings merged under one roof. It features a nine story tower which is primarily utilized for guest rooms and the entire structure covers a great part of a city block in downtown Peoria. There is a parking garage for the use of guests and employees located adjacent to the back side of the hotel. The facility has 327 guest rooms. The area on first floor contains the Employer's administrative and business offices, lobby and front desk. The first floor also has a guest business center, several small meeting rooms as well as a barber shop and a car rental office. The latter two appear to be rental spaces. The west wing of the first floor features an enclosed swimming pool, Bennigan's and its kitchen facility. Next to Bennigan's there is a small fitness center and a game room. Between Bennigan's and the lobby area are two lounge areas – the Regency Lounge and an open area which is designated as the "soft" lounge.

There is a lower level which is primarily occupied by a grand ballroom which can be subdivided for banquet or meeting purposes. There is a bank of conference rooms adjacent to the grand ballroom. The lower level also contains the banquet or catering kitchen, various storage areas, refrigerators and coolers, the boiler and mechanical systems rooms. The housekeeping department offices, the laundry, and the maintenance department are located on the lower level as well as the employee cafeteria/breakroom, employee lockers and an employee entrance and time clock.

The hotel is open on a continuous basis throughout the year. The Regency and soft lounges do not have posted hours and are open based on business needs. Bennigan's is open from 6:00 a.m. to 10:00 p.m. on all days except for Fridays and Saturdays when hours are extended to midnight or 1:00 a.m.

The Hierarchy And Organizational Structure

The Employer's hotel general manager, Sami Qureshi, manages the hotel and is in charge of the hotel's overall operations. He reports to Tim Schneider, the director of operations for the Employer, who is located at the Employer's corporate headquarters. The hotel's food and beverage operations are managed by Brian McCoy, the food and beverage director. McCoy is over the banquet and catering service as well as Bennigan's operations. McCoy also reports to Tim Schneider. Only Qureshi and McCoy report directly to Schneider.

All food and beverage managers report directly to Brian McCoy. The catering service manager Abbas Zolghadr reports to McCoy. Zolghadr is in charge of the banquet staff which includes the waitstaff, setup persons and bartenders. Jeff Hainline, who reports to McCoy, supervises the banquet kitchen staff which includes cooks and dishwashers. Finally, the three Bennigan's managers report directly to McCoy and supervise the Bennigan's operation and its staff which include host/hostesses, waitstaff, prep cooks, cooks and dishwashers.

All of the hotel managers not involved in the food and beverage service report directly to general manager Sami Qureshi. The executive housekeeper Karen Karcher reports directly to Qureshi and supervises the housekeeping staff including the housekeepers, the inspector/inspectresses, laundry personnel and housemen. The chief engineer, Charles Woods, reports directly to Qureshi. He is in charge of the maintenance department and security personnel. The guest service manager, Tara Maple, also reports directly to Qureshi and she is in charge of the night auditors and guest service representatives (front desk personnel). Melissa Egan is the director of sales and marketing who supervises the sales managers and the sales coordinators as well as the catering manager, Sylvia Powell. Egan reports directly to Qureshi. Finally, bookkeeper Mary Williams reports to Qureshi and supervises accounts receivable clerk Kim Hendrick.

THE DEPARTMENTS

The Maintenance Department

There are approximately six employees within the maintenance department. As indicated above, these employees are supervised by Chief Engineer Charles Woods. The maintenance

department is charged with the upkeep of the hotel's physical plant and its grounds. Maintenance employees perform both preventive maintenance duties as well as taking care of mechanical breakdowns and maintenance problems as they occur throughout the hotel, including Bennigan's and the banquet and catering areas. The maintenance employees are scheduled so that maintenance coverage extends on a twenty-four hour basis except for Sunday and Monday which are not covered from midnight until 6:00 a.m. One employee from the maintenance department patrols the hotel as an unarmed security employee from 10:00 p.m. to 6:00 a.m. Tuesday through Saturday. There is no contention that he is a guard within the meaning of the Act.

The Housekeeping Department

There are approximately forty-three housekeeping employees under the executive housekeeper Karen Karcher. The housekeeping department is responsible for keeping all areas of the hotel clean. The housekeeping employees are not generally involved in the cleaning of Bennigan's or its kitchen area. Housekeeping employees do clean the back hallway of Bennigan's, perform monthly vacuuming and shampooing of Bennigan's rugs and clean Bennigan's restroom when requested to do so.

The maids or housekeepers clean the guest rooms and other areas of the hotel. Inspector/inspectresses are responsible for checking the guest rooms to make sure the rooms are properly cleaned. Housemen assist the maids or housekeepers by bringing them linens, cleaning supplies, stripping rooms and cleaning halls, elevators and other hotel areas. The housemen are also referred to as bellmen and assist guests with luggage and transport guests in the hotel's vans.

The laundry employees are involved in the washing and folding of the hotel's linens, towels, bed clothing and other fabric items utilized by the hotel. Prior to April 15, 2001, an outside contractor performed Bennigan's laundry services. Since that date, the hotel's laundry department performs those functions. The housekeeping employees are primarily scheduled on a one shift basis with most starting at 8:00 or 8:30 a.m. Weekend scheduling involves the rotation of housekeeping employees depending on the amount of expected business.

The Front Desk (Guest Services)

There are approximately eighteen employees employed at the front desk or in the guest services department of the hotel. Tara Maple, guest service manager, is in charge of these employees who work on shifts that cover the front desk. Guest service employees (front desk clerks) perform normal hotel front desk duties such as checking guests in and out of the hotel, assigning rooms to guests, taking and forwarding reservations and generally assisting guests during their stays. The night auditors work the front desk during the less busy evening hours. The night auditors also spend substantial time in preparing financial reports for the Employer. The parties specifically stipulated that the night auditors are front desk employees and have a community of interest with included employees. I so find and include them in the unit found appropriate herein. Housemen (bellmen) perform front desk duties such as helping guests with baggage and transporting guests in the hotel's vans. These duties are performed along with their housekeeping duties as described above.

Food & Beverage Department

As indicated above, the food and beverage department at the hotel has two basic components: the catering and banquet operations and Bennigan's restaurant. The managers of Bennigan's and the catering banquet department report to Brian McCoy who in turn reports to both hotel general manager, Sami Qureshi and Tim Schneider, director of operations for the parent corporation.

Bennigan's is a full service restaurant with its own distinctive décor and motif. It is open for breakfast, lunch and dinner with hours from 6:00 a.m. to 10:00 p.m. except on Fridays and Saturdays when hours can be extended to 1:00 a.m. It has its own separate entrance from Hamilton Boulevard as well as an entrance from the hotel proper. It has its own signage and it clearly serves the general public as well as hotel guests. Bennigan's employees include the waitstaff (servers), bartenders, cooks and host/hostesses. The employees in the public eye wear black pants and shoes and colored polo shirts. Some employees wear designated Bennigan's polo shirts but it is not required. Kitchen employees wear dark jeans and a colored shirt based on whether the employee has completed corporate training. The parent corporation provides training and certification for Bennigan's employees.

The servers and the bartenders that work in the Regency Lounge and the soft lounge wear black pants and white shirts. It appears that the food and drink served in the lounges come from the Bennigan's operation. Bennigan's kitchen also provides food and the menu for room service and for the employee cafeteria when the catering kitchen on the lower level is closed. It appears that room service deliveries are made by Bennigan's employees. Also, on occasion, apparently when requested by a customer, Bennigan's does the food for hotel banquets.

As indicated above, the banquet (or catering) manager is Abbas Zolghadr. The banquet or catering side of the food and beverage is very much event driven. Catering employees serve various hotel functions such as luncheon meetings, conventions, dinners, parties and weddings. The number of employees utilized and the hours they work is dependent on the size of the function and its schedule. Accordingly, the catering employees are essentially on call and work irregular hours. The Employer has a large pool of catering employees to provide coverage when the hotel has a very large event and to cover situations when regularly called banquet employees are not available. Consequently, a number of food and beverage employees on the Employer's list work few or no hours over periods of time. The catering or banquet classifications are very similar to that of Bennigan's and include banquet waitstaff (server), banquet bartenders and banquet set up employees. The catering kitchen prepares the food for banquets and other hotel functions. The catering kitchen is supervised by catering kitchen manager Jeff Hainline and employs cooks and dishwashers.

PAY AND OTHER CONDITIONS OF EMPLOYMENT

All of the considered hotel employees are hourly-paid have the same pay periods and have the same pay day. There are three time clocks within the hotel. One is on the lower level near the lower level entrance. Another is located behind the front desk and Bennigan's has its own time clock. While it is likely that Bennigan's employees utilize the Bennigan's time clock and front desk employees use the front desk time clock, hotel employees can use any of the three clocks to clock in or out. Similarly, employees can enter the hotel for work at the lower level entrance, the lobby entrance, the Bennigan's entrance, or the entrance adjacent to the parking garage.

All of the hotel employees are paid by the Employer's corporate checks. Housekeeping employees are paid within a range from \$5.50 to \$8.75 an hour. Maids receive tips from time-to-time by guests. Housemen/Bellman are paid \$6.50 an hour to start and receive tips in some capacities. Front desk employees are paid from \$6.50 to \$9.75 an hour. The maintenance department employees are paid from \$8.00 to \$11.00 an hour with the unarmed security employee being paid \$8.00 an hour. Bennigan's servers and bartenders are paid within a range from \$3.09 to \$7.00. Bennigan's cooks receive from \$6.50 to \$11.00 an hour. Bennigan's dishwashers make \$5.25 to \$7.00. Bennigan's host/hostesses receive \$4.00 an hour. Servers, bartenders and host/hostesses are further compensated by tips.

Catering or banquet employees are paid similarly to the Bennigan's employees with the servers paid from \$3.07 to \$5.15 an hour and bartenders paid \$5.25 an hour. The banquet set up employees are paid \$6.50 to start. The banquet bartenders and servers are also compensated by gratuities with the servers' tips figured into the event banquet charge.

All of the hotel employees as well as corporate employees employed at the Employer's other hospitality facilities are covered by the corporate employee hand-book. Similarly, all hotel employees are eligible to participate in various corporate plans such as the Employer's 401(k) retirement plan; life, health, dental, and accidental death and dismemberment insurance; vacation and holiday plans. All hotel employees are under the same disciplinary procedure and can avail themselves to the same grievance/employee complaint machinery. All employees receive a meal benefit, can utilize the lower level locker room and can use the lower level cafeteria/break room. All employees can attend Employer-sponsored social events and picnics.

INTERACTION BETWEEN DEPARTMENTS

The managers and certain assistant managers from the hotel's various departments and night auditors serve as "manager on duty" when general manager Qureshi is not on duty. The manager on duty has the authority to make managerial decisions and to discipline employees on a hotel-wide basis when necessary. There are approximately twenty individuals who are trained and qualified to act as the manager on duty.

The department managers play a paramount role in the labor relations for their departments. For instance, in respect to hiring, if a department head has an opening in his/her department, the department head can accept applications from any candidate who is applying for the job. If there is a need for an advertisement for a position, the general manager is notified and the hotel's bookkeeper places the advertisement. When applications are made, they are distributed to the department heads who are looking to fill positions. The department heads schedule the interviews, do the interviews and make the final decision on hiring. The department head or manager sets the hiring date and schedules for the new hires.

Department heads or managers schedule department employees. Departmental schedules are made out by the manager and are posted within the departments a week in advance. The department managers are also responsible for training, assigning, and the discipline, including discharge, of the employees within their departments. There is no human relations position or like position within the Peoria hotel facility.

There is little evidence of interchange between the hotel's departments. While there is evidence of other housekeeping employees assisting laundry employees when there is a need and Bennigan's employees performing banquet duty when the hotel has a large event, the record supplies scant evidence of transfers, temporary or permanent, between departments. The record does show that employees from various departments sometimes volunteer to do various banquet functions. These instances are not part of their regular duties and they are paid "extra" for their time spent doing the banquet work.

DISCUSSION AND DETERMINATION

In deciding issues concerning the appropriateness of a proposed unit, the Board first considers the union's petition and whether that unit is appropriate. P.J. Dick Contracting, 190 NLRB 150 (1988). In doing so, the Board has often held that "that there is nothing in the statute which requires that the unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit; the Act requires only that the unit be "appropriate". It must be appropriate to ensure to employees, in each case, the fullest freedom in exercising the rights guaranteed by this Act. Morand

Bros. Beverage Co., 91 NLRB 409 (1950), enfd. 190 F.2d 576 (7th Cir. 1951); Federal Electric Corp., 157 NLRB 1130 (1966); Parsons Investment Co., 152 NLRB 192 fn. 1 (1965); Capital Bakers, 168 NLRB 904, 905 (1968); National Cash Register Co., 166 NLRB 173 (1967). NLRB v. Carson Cable TV, 795 F.2d 879 (9th Cir. 1986); Dezcon, Inc., 295 NLRB 109 (1989). A union is, therefore, not required to seek representation in the most comprehensive grouping of employees unless “an appropriate unit compatible with that requested does not exist.” P.Ballantine & Sons, 141 NLRB 1103 (1963); Bamberger’s Paramus, 151 NLRB 748, 751 (1965); Purity Food Stores, 160 NLRB 651 (1966). Moreover, it is well settled that there is more than one way in which employees of a given employer may appropriately be grouped for purposes of collective bargaining. See, for example, General Instrument Corp. v. NLRB, 319 F.2d 420, 422-423 (4th Cir. 1963), cert. denied 375 U.S.

In Holiday Inn Restaurant, 160 NLRB 927, 929 (1966), the Board held that while employees in the various facilities of hotels have a basic mutuality of interest, neither their functions nor their interests are in all cases integrated to such a high degree that an overall unit should be found the only appropriate unit. Thereafter, the Board has consistently applied the traditional community of interest test to determine the appropriateness of units less than an all-employee unit in the hotel industry. See, e.g., Omni International of Detroit, 283 NLRB 473, 475 (1987); Sheraton-Anaheim Hotel, 252 NLRB 959 (1980).

The application of these traditional community of interest criteria to the instant case reveals that the petitioned-for unit of housekeeping, maintenance and front desk employees is an appropriate unit and I so conclude. In reaching that conclusion, I first note that parties have stipulated and I have found that the employees of the three hotel departments share a community of interest. The food and beverage department employees receive the same benefits, are subject to the same personnel policies and employee handbook and have contact with the petitioned employees. Such factors, although relevant as to whether an all employee unit would be appropriate, do not establish that the requested unit is inappropriate. Stanford Park Hotel, 287 NLRB 1291, 1292 (1988); Omni International Hotel of Detroit, supra at p. 476. Rather, there is substantial evidence in the record that indicates that the employees within the requested unit have a separate and distinct community of interest from the food and beverage department employees.

The food and beverage department employees and the employees within the requested unit are separately supervised and the managers of the various departments interview job applicants and hire employees for their departments, direct the operations of their department and enforce and impose discipline, including termination, within the departments. I also note a sharp line in the Employer's hierarchy between the requested departments and the food and beverage department with all food and beverage managers, both banquet and Bennigan's, reporting to food and beverage director Brian McCoy who in turn reports directly to the Employer's corporate director of operations as well as to general manager Sami Qureshi. The requested department managers report directly to Qureshi. There is minimal interchange between the food and beverage department and the requested departments and virtually no transfers into or out of the requested departments to or from the food and beverage department. I also note the performance of distinctive manual functions as well as special skills and experience displayed by employees in furtherance of their respective departments. See Holiday Inn-Troy, 238 NLRB 1369 (1978); Ramada Inn West, 225 NLRB 1279, 1280 (1976).

It is also significant that there are strong differences between the food and beverage department employees and the requested employees in the areas of scheduling, hours and mode of pay. Generally, the scheduling of food and beverage employees is more event and season driven and their hours are more inconsistent and irregular than those of the requested employees within the other hotel departments. A number of the food and beverage employees are highly dependent on tips, while only a few of the requested employees receive tips (maids and bellmen) and such tips are not a significant part of their wages. I also note that, the Board has generally found that restaurant employees and food-handling employees form appropriate units in industries, as in hotels, where the restaurants are only part of the overall functions of a single business enterprise. Holiday Inn Restaurant, supra at 929. Finally, although the Board has, in a few instances, found that only a hotel-wide unit is appropriate, such findings are limited to circumstances where the hotel operations were highly integrated with a high level of interchange among departments and a highly centralized administration. I find those functions not present in the instant case. Cf Ramada Beverly Hills, 279 NLRB 691 (1986). Accordingly, I find the requested unit to be an appropriate.

Accounts Receivable Clerk

On brief, the Petitioner seeks to exclude Kimberly Hendrick, accounts receivable clerk, from the unit found appropriate herein. The record is insufficient for me to determine whether her interests and working conditions are sufficiently separate from the front desk employees to warrant her exclusion from the unit. Accordingly, I will allow her to vote subject to challenge.

6/ Your attention is directed to Part 103, Subpart B, Section 103.20 of the Board's Rules and Regulations, Series 8, as amended, which provides, inter alia, that employers shall post copies of the Board's official Notice of Election in conspicuous places at least three full working days prior to 12:01 a.m. of the day of the election, that failure to do so shall be grounds for setting aside the election whenever proper and timely objections are filed, and that an employer shall be estopped from objecting to nonposting or late posting of Notices unless it notifies the Regional Office at least 5 full working days prior to 12:01 a.m. of the day of the election that it has not received the Notices. You may wish to review the above rule in its entirety so that you are fully aware of its complete contents and the obligations imposed by it.

7/ The full first and last names and addresses of all eligible voters must be filed by the employer. North Macon Health Care Facility, 315 NLRB 359 (1994).

Classification Index Code: 440-1740-5000

Date Issued: